

Terms and Conditions of Sale

1. Applicability

These terms and conditions of sale (“Terms and Conditions of Sale–”) are applicable to all purchases of products (“Products”) via our Luxembourg online store (the “LU Online Store”) located at www.canadagoose.com/lu (the “Website”). Please read them carefully before placing an order with us.

By placing an order with us, you agree to be bound by, and accept, these Terms and Conditions of Sale. If you do not agree to these Terms and Conditions of Sale, please do not place an order with us.

To order and purchase Products from the LU Online Store, you must either be at least 18 years old or have specific permission from your parents, or legal representative, as applicable, to order the respective Product. By placing an order with us, you warrant that you are at least 18 years old or have permission from your parents, or legal representative, as applicable, to order the respective Product.

2. Information about us

All Products available in the LU Online Store are sold by Canada Goose International AG, a company registered in Switzerland with registered number CHE-462.165.681 and whose registered office is at Canada Goose International AG, Baarerstrasse 133, CH-6300 Zug, Switzerland.

You can contact us by telephoning our European call centre on 800 22 385, by emailing us at cglu@canadagoose.com or by writing to us at Canada Goose International AG, Baarerstrasse 133, CH-6300 Zug.

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us when you placed your order.

When we use the word "writing" in these Terms and Conditions of Sale, this includes emails.

3. Ordering process

Our acceptance of your order will take place when we email you to confirm it, at which point a contract will come into existence between you and us.

Our order process is described in detail on our Website at [www.canadagoose.com/●].

In case we accept your order, our order confirmation email will contain all relevant details of your order (such as Product(s) ordered, applicable prices including additional charges such as delivery costs, chosen delivery method, expected delivery date, etc.), and all terms and conditions that apply to your purchase (in addition to these Terms and Conditions of Sale). Our order confirmation will further contain a unique ‘order number’. It will help if you can tell us the order number whenever you contact us about your order.

If we are unable to accept your order, we will inform you of this and will not charge you. This might be because the Product(s) you wish to order are out of stock or otherwise unavailable or because we have identified an error in the price or description of the Product(s). We also reserve the right not to accept your order if we suspect that it contravenes applicable law or has not been placed in good faith.

The LU Online Store is solely for the promotion of Products in Luxembourg. Unfortunately, orders for delivery to addresses outside Luxembourg cannot be placed through the LU Online Store.

When verifying your order, it may transpire that some of the information provided to you during the order process and/or in the order receipt confirmation (e.g. the applicable price) was not correct. In case the pricing of a Product was incorrect, clause 12.3 applies.

The LU Online Store is only intended for consumers in Luxembourg and we only supply Products for personal use by end users in Luxembourg. We therefore reserve the right to limit the quantity of Products purchased by you or to reject your order if we believe that you intend to use any Products for commercial, business or resale purposes if you have provided a shipping address outside Luxembourg.

4. Products

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The images of Products on our Website and on the LU Online Store are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may therefore vary slightly from those images.

Before placing an order, please ensure that the Product(s) you intend to purchase are compatible for their intended normal use; you should use the information provided on the Web Site Website as a reference when checking compatibility. However, please note that we make no representation and give no warranty as to the appropriateness or compatibility of any Product for any particular use outside the normal, intended use hereof, except when such particular use would have been expressly notified to and accepted by us.

We do not guarantee the availability of any Product and we reserve the right, without liability or earlier notice, to change, discontinue or stop making any Product, whether before or after acceptance of your order. Please note that some Products may be unavailable even if the Website indicates that they are in stock and adding a Product to your basket does not guarantee the availability of that Product. We reserve the right to cancel an order previously accepted by us if it transpires that the Product you ordered is out of stock or otherwise unavailable.

Whilst we take all reasonable care to ensure that the information on our Website and the LU Online Store is accurate, we do not guarantee such accuracy and we reserve the right to correct errors or inaccuracies and to change or update such information at any time without notice. Our Website Terms of Use apply to all information provided on the website www.canadagoose.com (including the Website/LU Online Store).

5. Your rights to make changes

If you wish to make a change to your order, please contact us via the contact details stated above (cf. clause 2). We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Product(s) you have ordered, the expected timing of supply or anything else resulting from your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Delivery

The cost of delivery for any Products you order will be as displayed to you on the Website and/or notified to you when you place an order. We will also confirm these costs in the order confirmation email (cf. clause 3).

We may let you know during the order process when we will deliver the Product(s) you have ordered to you. If no delivery date is specified during the order process, we will deliver the Products to you as soon as reasonably possible and, in any event, within 30 days after the day on which we have confirmed your order by email.

If delivery is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but, if there is a risk of substantial delay by an event outside our control, you may contact us to end the contract and receive a refund for any Products you have paid for but not received. This applies in addition to your statutory rights (such as the right to change your mind / your withdrawal right).

If no one is available at your address to take delivery and the Product(s) cannot be posted through your letterbox, a note will be left informing you of how to rearrange delivery or collect the Product(s) from a local depot.

If, after a failed delivery to you, you do not re-arrange delivery or collect the Product(s) from a delivery depot within 7 days after the failed delivery, we may cancel the contract and clause 9.2 will apply.

We reserve the right to charge for redelivery of orders that have not been completed due to you having supplied incorrect address information or where no one is available to take delivery.

All Products ordered by you will be your responsibility from the time we deliver them to the address you gave us. You are responsible for inspecting all Products as soon as possible following delivery and you must notify us as soon as possible (and, in any event, within seven (7) days after receipt of delivery) of any non-conformity or visible shortages, damage or other deficiencies.

Ownership of Products will pass to you upon delivery to the address you gave us.

7. Your rights to end the contract

You can end the contract with us if:

- we have told you about an error in the price or description of the Product(s) you have ordered and you do not wish to proceed (cf. clause 3.6);

- we have told you about an error in the price or description of the Product(s) you have ordered and you do not wish to proceed (cf. clause 3.6);
- there is a risk that supply of the Product(s) may be substantially delayed (cf. clause 6.3);
- you change your mind about the Product(s) in accordance with what is stated below (your “right of withdrawal”);
or
- you have another legal right to end the contract;

The contract will end immediately and we will refund you for any Products which have not been provided yet in accordance with these Terms and Conditions of Sale.

You have 30 days after the date your order is shipped to change your mind about the Products and receive a refund (your “right of withdrawal”), it being understood that this right will in no case expire before the legal withdrawal period of 7 days as from the date on which you have received any Product, and may be subject to further deductions. If Products forming part of the same order are split into several deliveries over different days, you have until 30 days after the date the last part of your order is shipped to change your mind. If you exercise your right to change your mind after the relevant Products have been dispatched to you or you have received them, you will have to return the Products to us as set forth below. The Products must remain in good condition and you do not have a right to change your mind in respect of Products which have been used, worn, washed, damaged or otherwise treated in such a way as to make resale impossible (including the removal of original tags or the loss of any accessories, manuals or free gifts that came in the same package). If any returned Products are not deemed to be in a suitable condition for resale, we reserve the right to return them to you and charge a redelivery fee.

8. How to end the contract with us (including if you have changed your mind)

To end the contract with us, please let us know by calling our European call centre on 800 22 385 or emailing us at cglu@canadagoose.com. Attached to these terms and conditions as Annex I, is a model form that you can, but are not required to, use in case you wish to exercise your right to change your mind.

If you end the contract for any reason after the relevant Products have been dispatched to you or you have received them, you must return them to us. You can request a return shipping label through your order summary in the `my account` - section on our Website, OR call our European call centre on 800 22 385 OR email us at cglu@canadagoose.com for a return label, OR follow the instructions on the return form located on the packing slip. If you are exercising your right to change your mind, you must return the Products within 30 days of telling us that you wish to terminate the contract.

We will pay the costs of return:

- if the Products are faulty or misdescribed;
- if you are ending the contract for any of the reasons set out in clause 7.1; or
- if you are exercising your right to change your mind within the time limits prescribed herein (your “withdrawal right”).

In all other circumstances, you must pay the costs of return.

We will refund you the price you paid for the Products, including delivery costs, by the method and currency you used for payment. However, we may make deductions from the price, as described in (the following) clause 8.5.

If you are exercising your right to change your mind (your “withdrawal right”):

- we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Products and later discover that you have handled them in an unacceptable way, you must pay us an appropriate amount; and
- the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a Product within 3 to 5 days at one cost, but you choose to have the Product delivered with express shipping at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then, your refund will be made within 30 days from the day on which we receive timely notice from you that you wish to exercise your right to change your mind.

If you fail to comply with any legal obligations relating to the return of a Product, we reserve the right either to reject your return and decline to refund the purchase price or to deduct from any amount to be refunded to you reasonable repair or other similar direct costs that we have incurred.

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9. Our rights to end the contract

We may end the contract at any time in accordance with the applicable law and in (other) cases provided for by these Terms and Conditions of Sale. In particular, we may, insofar as permitted under the applicable law, terminate the contract at any time if you do not, within a reasonable time, allow us to deliver the relevant Products to you (cf. clause 6) or if you otherwise terminate the contract.

If we end the contract as a result of you terminating the contract, we will refund any money you have paid in advance for Products we have not provided, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you terminating the contract.

10. Conformity and Warranty

We shall ensure that the Product(s) that we deliver to you conform to the contract. This means that we shall ensure that these Products will have the characteristics which you are entitled to expect under the contract, taking into account the nature of the Product and the information we provided on the Product (e.g. on our Website) before you ordered it. With respect to all our Products, you may expect that these have the characteristics necessary for a normal use of the relevant Product.

Notwithstanding your statutory rights in case you receive a Product that does not conform to the contract, Products purchased from the LU Online Store are fully warranted to the original owner against defects in material and workmanship beginning at the time of sale and for the lifetime of the Product (“Warranty”). Therefore, if a Product ever fails within its lifetime due to manufacturing defects or workmanship, we will, at our option, repair or replace the Product without charge. For the purposes of the Warranty, “lifetime” means the usual and customary wearable life of the relevant Product by the original owner.

The Warranty does not extend to damage caused by improper care, accidents, normal wear and tear or negligence and will be voided if you remove any labels or if the Product has been tailored or altered in any way.

We may, at our option, choose to offer to repair damage not covered by your statutory rights or the Warranty at our usual charge for repairs. If we make such an offer, we will evaluate and communicate such offer to you on inspection by us of the relevant Product prior to any repairs being made.

For questions on Warranty claims, please contact our customer service team at 800 22 385.

11. If there is a problem with a Product

If you have any questions or complaints about a Product, please contact us. You can telephone our European call centre on 800 22 385 or email us at cglu@canadagoose.com or write to us at Canada Goose International AG, Baarerstrasse 133, CH – 6300 Zug, Switzerland.

If you wish to exercise your legal rights to change your mind (your “withdrawal right”) about a Product, you must return it to us as outlined above in clause 8.

12. Price and payment

All prices for Products are shown on the Website in Euros. They include all applicable sales taxes, but exclude delivery fees which will be added to the amount payable by you during the check-out process. The total amount payable by you for the Product(s) you are ordering will be shown on the order page when you place your order. We take all reasonable care to ensure that the price of the Product advised to you is correct. However, please see clause 12.3 below for what happens if we discover an error in the price of the Product you order.

We may change the prices listed on the Website and/or the LU Online Store at any time without notice and any price increase will apply to all orders placed after such changes take effect.

We will normally check prices before accepting your order. However, it is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. If the correct price for the Products at your order date is less than our stated price at your order date, you will only be charged for the lower amount and, if you have already paid for the Products, we will refund you the difference. If correct price for the Products at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any Products provided to you.

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We accept payment by MasterCard and Visa branded credit & debit cards including Visa debit, Visa Electron, VPay, JCB, American Express and Bancontact, as well as by PayPal. You must pay the full purchase price of the Products before we dispatch them to you, but we will not charge your credit or debit card or PayPal account until we are ready to dispatch the Products to you.

13. Our responsibility for loss or damage suffered by you

If we fail to comply with these Terms and Conditions of Sale, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the contract or our failing to use reasonable skill and care, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

This includes liability for breach of your legal rights in relation to the Products, in accordance with applicable law.

We only supply Products for personal use by end users. If you use the Products for any commercial, business or resale purposes, we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

14. Use of the Website

Your use of our Website (including the LU Online Store) is governed by our Website Terms of Use. Please take the time to read these, as they include important terms which apply to you.

15. How we may use your personal information

Purchasing Products from the LU Online Store requires that you accept our Privacy Policy and consent to the collection, use and disclosure of your personal information as described in our Privacy Policy. This includes any data that we collect from you being transferred to, and stored and/or processed at, a destination outside the European Economic Area. Please take the time to read our Privacy Policy as it includes important terms which apply to you.

Other important terms

The order for the purchase of Products, these Terms and Conditions of Sale, together with our Website Terms of Use and our Privacy Policy, represent the entire agreement between you and us in relation to the purchase of Products by you (the "Agreement") and supersede all prior agreements and representations between the parties.

The Agreement is between you and Canada Goose International AG. No other person shall have any rights to enforce any of its terms.

Canada Goose International AG may assign and transfer its rights and obligations under the Agreement to another organisation and you hereby consent to such transfer in advance. If we have transferred our rights and obligations under the Agreement to another organisation, we will ensure that this does not affect your legal and/or contractual rights in any way.

You may only transfer your rights or your obligations under the Agreement to another person if we agree to this in advance in writing.

Each of the clauses of these Terms and Conditions of Sale operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect. In such case, the invalid, illegal or unenforceable provision shall be substituted in such a way as to reflect as far as is legally possible the sense and the purpose of the invalid, illegal or unenforceable (part(s) of the) provision(s).

If we do not insist immediately that you do anything you are required to do under these Terms and Conditions of Sale, or if we delay in taking steps against you in respect of you breaking the contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.

The Agreement is governed by Ontario law, it being understood that this choice of law will in no event diminish the legal protection granted to Luxembourg consumers under the provisions of mandatory consumer protection legislation.

Annex I: Model Withdrawal Form

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To Canada Goose International AG, Baarerstrasse 133, CH-6300 Zug, Switzerland, cglu@canadagoose.com:
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Order number
- Ordered on (*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date